


INVITATION TO BID STATE OF LOUISIANA LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING				BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">JAN 15, 2014 02:00 PM</div>	
=====> VENDOR NO. : SOLICITATION : 2256162 FILE NO. : OPENING DATE : 01/15/14 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		PURCHASING AGENCY NO. : 400PUR SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right;">02:00 PM</div> <div style="display: flex; justify-content: space-between;"> 2256162 01/15/14 </div> HQ-PURCHASING PURCHASING/CORRECTIONS SERVICES P.O. BOX 94304 504 MAYFLOWER STREET BATON ROUGE, LA 70804-9304 BUYER : LYNN GODWIN, CPPB BUYER PHONE : (225) 342-6592 DATE ISSUED : 01/07/14 REQ. AGENCY : 811000 FOLD HERE--> <div style="text-align: center; font-weight: bold;">PRISON ENTERPRISES</div> AGENCY REQ. NO. : 811-113026 ISIS REQ. NO. : 1355833 VENDOR PHONE : FISCAL YEAR : 14 CLASS/SUBCLASS : 39007 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER :			
<div style="border: 1px solid black; width: 100%; height: 80px; margin: 0 auto;"></div> <p style="font-weight: bold; font-size: 1.1em;">FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</p>					
CHEESE AND CAJUN SEASONING - PE *** FAX BID: 225-342-6593 ***					
TO BE COMPLETED BY VENDOR					
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).					
INSTRUCTIONS TO BIDDERS					
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 003DAYS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.					
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: _____ NA _____ NA _____ NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES. UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS. UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p>			

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<p>*****</p> <p>30. SIGNATURE AUTHORITY ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.</p> <p>PLEASE CIRCLE ONE:</p> <p>1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.</p> <p>2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.</p> <p>3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.</p> <p>4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.</p> <p>*****</p> <p>31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2192, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.</p> <p>*****</p> <p>32. CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTP://WWW.SAM.GOV</p> <p>33. FEDERAL CLAUSES, IF APPLICABLE.</p> <p>ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.</p> <p>CLEAN AIR ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ENERGY POLICY AND CONSERVATION ACT. THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).</p> <p>CLEAN WATER ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ANTI-LOBBYING AND DEBARMENT ACT. THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.</p>			

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<div><div></div><div>1</div><div>TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</div></div> <div><div></div><div>2</div><div>SPECIFY THE CASE COUNT AND SIZES ON EACH ITEM BID. IF THE CASE COUNT AND SIZES QUOTED ARE THE SAME AS THE DESCRIPTION ON THIS SOLICITATION, CONFIRM THIS INFORMATION FOR EACH ITEM BY FILLING IN THE BLANKS IN THE DESCRIPTION COLUMN.</div></div> <div><div></div><div>3</div><div><p>PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE NOT TO EXCEED TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY (SEVEN PERCENT (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR CRAWFISH FURTHER PROCESSED).</p><p>DO YOU CLAIM THIS PREFERENCE? YES_____</p><p>SPECIFY APPLICABLE PREFERENCE PERCENTAGES AND LINE NUMBERS AND GIVE LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED, OR FURTHER PROCESSED.</p><p>7% / LINE NOS:_____ LOCATION:_____</p><p>_____</p><p>10% / LINE NOS:_____ LOCATION:_____</p><p>_____</p><p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p><p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____</p><p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p><p>YES_____ NO_____</p><p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p></div></div> <div><div></div><div>4</div><div><p>THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, CORRECTIONS SERVICES, RESERVES THE RIGHT TO REPURCHASE THE ABOVE ITEM(S) FOR STATEWIDE DELIVERY FROM THE DATE OF THE ORIGINAL PURCHASE ORDER, AT THE SAME PRICE, TERMS, AND CONDITIONS SHOWN FOR A PERIOD OF:</p><p>_____ 3 MONTHS</p><p>_____ 6 MONTHS</p></div></div>			

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_____ 9 MONTHS

_____ 1 YEAR

ACCEPTANCE OF ONE OF THE REPURCHASE OPTIONS IS INDICATED BY
 VENDOR'S INITIALS IN ONE OF THE SPACES ABOVE. PLEASE INITIAL
 ONLY ONE SPACE.

5

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C. 34: I.535, UNSUCCESSFUL
 BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT A
 SELF-ADDRESSED STAMPED ENVELOPE OR EMAIL ADDRESS REQUESTING THIS
 INFORMATION. EMAIL: LGODWIN@DOC.LA.GOV

 VENDORS MAY ALSO VIEW AWARD INFORMATION ONLINE AT:
 HTTP://WWWPRD1.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.CFM.

6

ALL PRODUCTS MUST CONFORM TO U.S. AND LOUISIANA STATE PUBLIC HEALTH
 LAWS AND DAIRY STABILIZATION BOARD REGULATIONS AS TO GRADE, PERCENT OF
 BUTTERFAT, TOTAL MILK SOLIDS, MAXIMUM BACTERIA COUNT, PROCESSING AND
 INSPECTION. ALL PROPOSALS MUST COMPLY WITH ALL PROVISIONS OF SAID LAW
 AND REGULATIONS.

7

PROCUREMENT OF UNITED STATES PRODUCTS:
 IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT
 A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE
 PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING
 AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS,
 SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS
 OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS,
 PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED
 STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES,
 PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE
 FOLLOWING CONDITIONS ARE MET:

 (1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS
 WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE
 PERCENT.

 (2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME
 PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.

 (3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN
 THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID,
 THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO
 ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

 (4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE
 UNITED STATES.

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FOR THE PURPOSES OF THIS PREFERENCE,

(1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

(2) "UNITED STATES" MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? YES

SPECIFY LINE NUMBER (S) : _____

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

8

SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 7 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE BID NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, BID NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

9

BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.

THE DEPARTMENT OF CORRECTIONS RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
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<p>10 THE LISTED QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p> <p>11 ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.</p> <p>12 DELIVERY LOCATION:</p> <p style="text-align: center;">WAKEFIELD MEAT PLANT HWY 61 N WAKEFIELD, LA 70784</p> <p>>>> DELIVERY INSTRUCTIONS <<<</p> <p>SUCCESSFUL VENDOR MUST CONTACT WAKEFIELD PLANT MANAGER 24 HOURS PRIOR TO DELIVERY TO SCHEDULE AN APPOINTMENT AT 225-342-6793. PRISON ENTERPRISES RESERVES THE RIGHT TO REJECT UNSCHEDULED DELIVERIES.</p> <p>DELIVERY HOURS: MONDAY - THURSDAY (EXCEPT HOLIDAYS) 7:00 AM - 1:00 PM</p> <p style="text-align: center;">**** NO FRIDAY DELIVERIES ****</p> <p>DELIVERY SHOULD BE MADE IN REFRIGERATED TRUCKS EQUIPPED TO MAINTAIN ADEQUATE TEMPERATURE ON ALL PRODUCTS BEING DELIVERED.</p> <p>13 TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT THE DIETARY DEPARTMENT OF THE ORDERING AGENCY AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.</p> <p>IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.</p> <p>14 ***** DEPT. OF AGRICULTURE GRADING AND CERTIFICATION PROGRAM *****</p> <p>R.S. 39:2101, MANDATES THAT ALL STATE AGENCIES, STATE INSTITUTIONS AND LOCAL SCHOOL DISTRICTS WHICH OPERATE FOOD SERVICE FACILITIES FOR STUDENTS, PATIENTS OR INMATES UTILIZE ONLY THOSE MEAT, POULTRY AND SEAFOOD PRODUCTS THAT HAVE MET ALL LOUISIANA DEPARTMENT OF AGRICULTURE</p>			

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<div></div> <div></div> <div></div> <p>AND FORESTRY (LDAF) REQUIREMENTS FOR GRADING & CERTIFICATION PROGRAM. FOR MORE INFORMATION AND/OR QUESTIONS ON THE LDAF GRADING & CERTIFICATION PROGRAM AND FEES, CONTACT LDAF AT (225) 922-1358.</p> <p>FOR DELIVERY OF NON-COMPLIANT PRODUCTS TO THOSE INSTITUTIONS THAT HAVE BEEN GRANTED THE AUTHORITY BY LDAF TO SELF-CERTIFY THEIR MEAT, POULTRY AND SEAFOOD PRODUCTS, THE FOLLOWING PENALTIES AND FEES WILL APPLY:</p> <ol style="list-style-type: none">1. IF THE PRODUCT IS IN NON-COMPLIANCE AND IT IS NECESSARY FOR THE ENTITY TO USE THE PRODUCT, THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC 7:V.513, AND FOLLOWING. THIS ASSESSMENT WILL COUNT AS ONE (1) VIOLATION.2. IF THE PRODUCT IS IN NON-COMPLIANCE AND IS REJECTED AND RETURNED, NO CHARGES WILL BE ASSESSED TO THE SUPPLIER; HOWEVER, THIS WILL ALSO COUNT AS ONE (1) VIOLATION.3. IF A SUPPLIER RECEIVES THREE (3) VIOLATIONS IN ANY GIVEN QUARTER, IT WILL BE NECESSARY FOR LDAF TO INSPECT ALL OF THE SUPPLIER'S PRODUCTS BEFORE SHIPMENT. THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC7:V.513, AND FOLLOWING. <p>THIS PROVISION IS HEREBY MADE PART OF ANY SUBSEQUENT CONTRACT FOR MEAT, POULTRY (INCLUDING EGGS), AND SEAFOOD PRODUCTS.</p> <p>*****</p> <p>THE ORDERING AGENCY, PRISON ENTERPRISES, WITH AUTHORIZATION FROM AND UNDER THE SUPERVISION OF THE LA DEPT OF AGRICULTURE, WILL CONDUCT SELF-CERTIFICATION INSPECTION OF THE PRODUCTS RECEIVED ON THIS BID IN ORDER TO COMPLY WITH THE ABOVE MANDATE.</p>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: PRISON ENTERPRISES PRISON ENTERPRISES WAKEFIELD MEAT PLANT HWY 61 NORTH WAKEFIELD , LA 70784</p> <p>COMMODITY CODE: 390-07-000000</p> <p>=====</p> <p>YOUR RESPONSE TO THIS SOLICITATION MAY BE SUBMITTED BY FAX TO LYNN GODWIN AT 225-342-6593. THE BID MUST BE SIGNED & RECEIVED PRIOR TO THE BID OPENING DATE & TIME. =====</p> <p>CHEESE, WHOLE LOAF:</p> <p>PASTEURIZED PROCESSED AMERICAN LOAF, U S GRADE A. COLORED, CULTURED MILK, SALT. POLY-WAX PACKAGING ON EACH INDIVIDUAL LOAF, SIX, 5 LB LOAVES PER CASE. MUST BE REFRIGERATED.</p> <p>PACKING DATE TO BE STAMPED ON OUTSIDE OF CASE. PRODUCT TO HAVE BEEN MANUFACTURED WITHIN 90 DAYS OF DELIVERY DATE.</p> <p>APPROVED BRANDS: POCAHONTAS, BONGARD, U.S. CHEESE, GREAT LAKES, SCHOOL CHOICE, MENU, OR EQUAL</p> <p>REQUESTED DELIVERY: 02/11/14</p> <p>BRAND BID: _____</p> <p>SPECIFY LBS PER LOAF: _____</p> <p>SPECIFY NO. LOAVES PER CASE: _____</p> <p>SPECIFY DELIVERY: _____</p>	20	CASE	_____	_____
00002	<p>COMMODITY CODE: 390-07-000000</p>	110	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00003	<p>CHEESE, SLICED IMITATION:</p> <p>AMERICAN, SLICED, IMITATION. CASE TO CONTAIN FOUR, 5 LB LOAVES. EACH LOAF TO BE PACKAGED IN AN INDIVIDUAL POLY-LINE CORRUGATED CARTON WITHIN THE CASE.</p> <p>*NOT TO BE INDIVIDUALLY WRAPPED SLICES</p> <p>PACKING DATE TO BE STAMPED ON OUTSIDE OF CASE. PRODUCT TO HAVE BEEN MANUFACTURED WITHIN 90 DAYS OF DELIVERY DATE.</p> <p>APPROVED BRANDS: POCAHONTAS, BONGARD, GREAT LAKES, U.S. CHEESE, MENU, SCHOOL CHOICE, WHITE HALL</p> <p>REQUESTED DELIVERY: 02/11/14</p> <p>BRAND BID: _____</p> <p>SPECIFY LBS PER LOAF: _____</p> <p>SPECIFY NO. LOAVES PER CASE: _____</p> <p>SPECIFY DELIVERY: _____</p> <p>COMMODITY CODE: 393-80-000000</p> <p>CAJUN SEASONING:</p> <p>INGREDIENTS: SALT, RED PEPPER, SPICES & GARLIC</p> <p>PACKAGING: 50 POUND POLY LINED CORRUGATED CARTON (CASE)</p> <p>APPEARANCE: LIGHT REDDISH-BROWN, FREE FLOWING POWDER; ALL INGREDIENTS MUST DISPENSE EVENLY</p> <p>FLAVOR: SALTY, SPICY, SLIGHT BITING</p> <p>MOISTURE: 50% MAX SALT: 88% MAX</p> <p>GRANULATION: US #30 SIEVE: 1% MAX RETAINED</p>	70	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>US #40 SIEVE: 20% MAX RETAINED</p> <p>STANDARD PLATE COUNT: LESS THAN 25,000/ GRAM</p> <p>COLIFORMS MPN: LESS THAN 10/GRAM</p> <p>YEAST & MOLD: LESS THAN 10/GRAM</p> <p>E-COLI: NEGATIVE SALMONELLA: NEGATIVE</p> <p>STORAGE: COOL DRY ATMOSPHERE 12 MONTH MAX</p> <p>REQUESTED DELIVERY: 02/11/14</p> <p>BRAND BID: _____</p> <p>SPECIFY LBS PER CASE: _____</p> <p>SPECIFY DELIVERY: _____</p>				